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9-19-1965

Kroger Co. and Amalgamated Food Employees Union, AFL-CIO, Local 590 (1965)

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Kroger Co. and Amalgamated Food Employees Union, AFL-CIO, Local 590 (1965)

Location

Pittsburgh, PA

Effective Date

9-19-1965

Expiration Date

9-21-1968

Employer

Kroger Co.

Union

Amalgamated Food Employees Union

Union Local

590

NAICS

44

Sector

P

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AGREEMENT

1965-1968

— Between —

THE KROGER COMPANY
(PITTSBURGH STORES)

— and —

THE AMALGAMATED FOOD
EMPLOYEES UNION,
LOCAL NO. 590

Affiliated with the

Amalgamated Meat Cutters and Butcher
Workmen of North America

Affiliated with the AFL-CIO



⑤

"Your attention is called to the following labor agreement between The Kroger Company and The Amalgamated Food Employees Union, Local No. 590. This agreement sets forth terms and conditions of employment, a pledge of efficiency and cooperation and mutual obligations. The management will not recognize any other collective bargaining agency nor enter into any other agreement setting forth hours, wages and conditions of employment as herein defined during the life of this agreement. The management requests that you examine this agreement carefully."

AGREEMENT

1965-1968

— Between —

THE KROGER COMPANY
(PITTSBURGH STORES)

— and —

THE AMALGAMATED FOOD
EMPLOYEES UNION,
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A G R E E M E N T

This Agreement, dated December 6, 1965, is between The Kroger Co. of Pittsburgh, County of Allegheny, State of Pennsylvania, or its successor, hereinafter designated as the Employer, and the Amalgamated Food Employees Union, Local 590, A.M.C. & B.W. of N.A., affiliated with the A.F.L.-C.I.O., hereinafter designated as the Union.

Article 1.

INTENT AND PURPOSE

The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

Article 2.

COVERAGE

The Union shall be the exclusive bargaining agency for all store employees, excluding store managers and co-managers in the Employer's stores currently operated by the Pittsburgh Division.

Article 3.

MANAGEMENT RIGHTS

A. The management of the business and the direction of the working forces, including the right to hire or discharge for proper cause, and the right to relieve employees from their work because of lack of work or for other proper reasons is vested solely in the Employer. Such right will not be used for the purpose of discrimination against any member of the Union.

B. Any employee shall perform whatever store work (either meat or grocery) that the Store Manager or Zone Manager may assign to him on the store premises, in the store parking area, whether private or public parking area, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower rated job.

Article 4.

SHOP CONDITION

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members

in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

B. The Employer shall, for the term of this Agreement, deduct Union dues each month from the pay of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deduction. The Employer shall promptly remit all sums deducted in this manner to the Union.

Article 5.

DISPUTE PROCEDURE

A. The Union shall have the right to designate a store steward and an alternate, when necessary, to handle such Union business as may from time to time be delegated to them by the Union executive board and to handle disputes and complaints that arise over the interpretation or application of the rules as specified in this Agreement. Any dispute over the interpretation or application of the terms of this Agreement may become the subject of conference as follows:

1. Between the aggrieved employee (if

available), the store steward and the store manager.

2. In the event of failure to adjust the complaint, the Union district business agent shall discuss it with the Zone Manager.
3. In the event of failure to adjust the complaint in Step 2, the Union district business agent and an official of the Union shall discuss it with the Zone Manager and the Personnel Manager.
4. If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the President of the Union who will discuss it with the Divisional Vice President.
5. In the event that this meeting fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

B. The Board of Arbitration will consist of one (1) person appointed by the Employer and one (1) person appointed by the representatives of the Union. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the third arbitrator shall be chosen and the decision of the majority shall be binding on both parties. The expenses of the third arbitrator shall be shared equally by the parties hereto.

C. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer not later than ten (10) calendar

days after the discharge, asserting that the discharge was improper. Such complaint must be taken up within two (2) weeks for adjustment, and if the Union and the Employer fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. In the event of a grievance arising out of a lay-off or reduction of hours, the Employer will have no liability until the grievance is filed.

E. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

F. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all of their rights, privileges or necessary procedures under the contract, International and District Union Constitution, in the settlement of any and all complaints or griev-

ances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

Article 6.

JOB SECURITY AND SENIORITY

A. The Employer and the Union mutually agree that it is their intent and purpose to maintain the status of present full-time employees. To effectuate this policy, when it becomes necessary to change the status of full-time employees, either by lay-off or reduction to part-time status, the following procedure shall be followed:

1. The representatives of the Employer and the Union shall meet immediately to explore the possibilities for maintaining the full-time status of the employee by relocation in another store in his seniority area where there is a full-time job in his classification available. If no such job is available in his classification in his seniority area, the same procedure will be followed in the master area and finally in the Division.
2. If no full-time job in his classification is available or the employee refuses an available job, he may exercise his seniority in accordance with Article 6 (F).
3. If he does not take the job offered under Article 6 (F) or his seniority does not entitle him to a full-time job, he shall receive available hours in his store up to and including thirty-two (32) hours per week, and his full-

time benefits shall be maintained except that he shall be excluded from the provisions of Article 10 (D) and vacations and holidays shall be prorated except where such employee works thirty-two (32) hours in a holiday week, he shall receive forty (40) hours pay. In weeks when full-time work is available in his store, he shall be scheduled for forty (40) hours.

B. The Union and the Employer recognize the need for part-time employees and mutually agree to discuss scheduling that results in the use of two (2) part-time employees with the same classification where one (1) full-time employee could be used, taking into consideration the three (3) night restriction on the use of full-time employees. This does not apply to the use of part-time employees on Thursday, Friday and Saturday, or to those part-time employees whose available hours are beyond the Employer's control.

C. Seniority shall be on a geographical area and master area basis. The geographical areas shall be the areas previously agreed upon by the Employer and the Union or such changed areas as shall be mutually agreed upon by the Employer and the Union. Areas may be reviewed each six (6) months by the Employer and the Union.

D. Seniority for part-time school employees shall be on a store basis within their own group.

E. Seniority for part-time employees holding other jobs shall be on a store basis and only among other part-time employees

holding other jobs. Such employees shall be the first laid off or reduced in hours in any case.

F. In case of a reduction or lay-off of a full-time employee, said employee may replace the least senior full-time employee in the same classification or in any lower job classification within the employee's store, or the least senior full-time employee in the same or a lower job classification in the area, in the master area or in the Division, providing the employee has the experience, ability and physical qualifications to fill the job.

G. Any full-time employee laid off or reduced in classification due to lack of work shall have his name placed in a Division-wide pool and will be considered for any opening in the employee's former classification first within his area and then in any other area, based on his seniority date. Full-time employees shall have seniority over part-time employees.

H. If a part-time employee (other than a school employee or a part-time employee holding another job) does not work for four (4) consecutive weeks or would be laid off due to a store closing, he may replace the least senior part-time employee in the area, or be considered for any future opening in the area based on his seniority date.

I. In the matter of promotions, transfers from one type of work to the other, transfers from one store to another, apprentice training, or retraining for new jobs, the Employer shall have the right to exercise his judgment after giving due regard to

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seniority and after considering suggestions and recommendations made by the Union. The Employer agrees to make every effort to train senior employees for promotion. Permanent promotions to department heads shall be on the area basis except promotions to department heads in new stores shall be on the master area basis. An employee refusing a transfer designated to train him for a promotion shall waive consideration for such promotion by his refusal. On temporary promotions, the Employer shall have the right to exercise his judgment after giving due regard to seniority and such temporary promotions shall be on the store rather than the area basis. Where there is a bonafide vacancy in a full-time employee's classification in another existing store in the area, or in a new store in the area, an employee's request for transfer will be considered based on seniority and ability.

J. Permanent promotions from part-time to full-time shall be on the area basis. Such promotions shall be based on seniority provided that the part-time employee has the experience, ability and physical qualifications necessary to fill the job.

K. Regardless of any other seniority provision, it is understood that no employee may move from his area in case of a reduction in hours if there is an available full-time job in his classification in his seniority area.

L. The Union and the employee shall be notified at least one (1) week in advance of all permanent promotions, permanent demotions, permanent lay-offs and perma-

nent transfers of full-time employees.

M. If an employee is laid off continuously for a period of twelve (12) months or if an employee is called back to work after a lay-off and does not report for work within one (1) week, seniority shall be broken and the employee shall be separated. An employee absent because of ill health shall retain his seniority for a period of time in keeping with the medical circumstances of his individual case.

N. The Employer shall maintain seniority lists by areas and furnish the Union copies of such lists each six (6) months if requested.

O. Stewards of the Union, at all times, shall be full-time employees and shall be the last to be laid off or reduced in classification.

P. Full-time employees shall be notified one (1) week in advance of a reduction to part-time.

Q. Where a Union member accepts a promotion or transfer outside of the bargaining unit, he may, upon written request to the Union by him or the Employer, be granted a leave of absence from the bargaining unit not to exceed six (6) months during which period he may return to the bargaining unit in his former classification without loss of seniority.

R. The Employer will maintain the status of all full-time employees on the Employer's payroll as of September 19, 1965, who have completed their probationary period excluding temporary full-time employees relieving for vacations, sickness, leave of absence, etc. This maintenance of full-time

status shall not apply to any full-time employee separated from the Employer's payroll after September 19, 1965, or in the event of a strike or strikes, emergency, including national emergency which affects the normal operation of the Employer's stores. It also shall not apply in any week when an employee is late or absent because of personal reasons. However, in case of emergency the Employer will make every effort to relocate the employees as quickly as possible. When full-time work is no longer available for an employee on such full-time status in his store, he may exercise his seniority as provided in Article 6. However, the least senior full-time employee on the September 19, 1965 list of full-time employees shall be entitled to a full-time job in the Division. If he does not take such full-time job offered and accepts part-time work as provided in Article 6, Paragraph A-3, he has waived the maintenance of full-time status provided in this Paragraph R.

Article 7.

NO STRIKE, NO LOCKOUT

There shall be no strikes, lockouts, or stoppage of work of any kind pending the handling of such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until same has been duly sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America, Chicago, Illinois, and until the Employer has been officially notified by the Union.

Article 8.

UNION MEMBERSHIP

A. There shall be no discrimination against any employee because of membership in Local No. 590. Union activities and duties will not be carried on during hours of store employment. Union officials will be allowed to enter stores in order to ascertain that this Agreement is being observed.

B. No employee will be required to make any written or verbal agreement that will conflict with this Agreement.

Article 9.

NOTICE OF AGREEMENT

The Employer agrees that all employees shall be handed a printed copy of this Agreement and on the inside cover of this Agreement shall be printed a notice reading as follows:

“Your attention is called to the following labor Agreement between The Kroger Co. and the Amalgamated Food Employees Union, Local Union No. 590. This Agreement sets forth terms and conditions of employment, a pledge of efficiency and cooperation and mutual obligations. The management will not recognize any other collective bargaining agency nor enter into any other Agreement setting forth hours, wages, and conditions of employment as herein defined during the life of this Agreement. The management requests that you examine this Agreement carefully.”

Article 10.

WORKING CONDITIONS

A. The hours for each employee shall be scheduled by the Employer, and the schedule for all employees shall be posted by Saturday noon for the following week and a copy furnished to the shop steward. An employee who is not scheduled for work Saturday will be advised of his schedule for the following week by the end of his work day on Friday. The schedule shall include lunch hours. The store steward shall be notified when hours are added to the work schedule.

B. The work week for full-time male and female employees shall be forty (40) hours per week to be performed within the store and shall be worked in five (5) days. Work in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half ($1\frac{1}{2}$). Overtime pay shall be computed on the day or on the week, whichever is greater, but in no case on both. This paragraph shall not be construed as a daily or weekly guarantee.

C. Part-time employees shall not be required to work more than five (5) days in any week. In the event that a part-time employee is scheduled for less than twelve (12) hours per week (except when unavailable for twelve (12) hours work or when called in at the end of the week and twelve (12) hours work is not available) and reports for work, he will be paid for twelve (12) hours. In the event that a part-time employee is scheduled for more

than twenty-five (25) hours, he will be paid for a forty (40) hour week except when scheduled hours are replaced because of illness or injury, the part-time employee will only be paid for the actual number of hours worked and under such circumstances the job steward will be advised. However, where a forty (40) hour schedule is available after the beginning of the work week because of sickness or absence, hours may be added to a part-time employee's schedule up to forty (40) hours foregoing the premium provided in Article 10, (D) for nights worked over three (3). Where such additional hours are added, the store steward will be advised. It is understood that in such case where an employee is scheduled for such additional hours and does not work all of such hours, he will be paid for the hours worked.

D. Any full-time employee who works more than three (3) nights in any one (1) week past 5:45 p.m. shall be paid overtime at the rate of one and one-half ($1\frac{1}{2}$) times his straight time hourly rate for all hours worked past 5:45 p.m. on nights other than the first three nights so worked, except that on any night that the store closes at 6:00 p.m., 5:45 p.m. shall be changed to 6:15 p.m. This paragraph shall not apply in stores where sales volume is \$10,000 per week or less.

E. Part-time employees who may be assigned to work will be guaranteed four (4) hours wages. The Union agrees that the part-time minimum guarantee of four (4) hours does not apply to part-time employees in stores that close at 6:00 p.m., if the business representative of the Union

is so informed in each case and if the part-time employees referred to are attending school. Oldest part-time employees shall be given available hours in accordance with their individual ability to perform the work involved in those available hours.

F. All full-time employees are entitled to a fifteen (15) minute rest period for each one-half ($\frac{1}{2}$) day worked. In stores where time clocks are available, employees must punch the time clock on rest periods. Part-time employees are entitled to one (1) fifteen (15) minute rest period in each four (4) hour shift.

G. The daily hours of work shall be consecutive for both male and female employees except for an unpaid lunch period of thirty (30) minutes. In stores where sales volume is \$10,000 per week or less, the unpaid lunch period may be one (1) hour instead of thirty (30) minutes, at the Employer's discretion. In case of emergency, if an employee is required to work three (3) hours beyond his regular eight (8) hour day, he shall be given a twenty (20) minute paid lunch period. Employees assigned to night stocking shall have a thirty (30) minute non-paid lunch period. If a female employee is required to work (2) hours beyond her regular eight (8) hour day, she shall be given a twenty (20) minute paid lunch period.

H. If an employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

I. Full-time employees reduced to part-time will retain the hourly rate which they were receiving as full-time employees for such period of time as they remain part-time. When a part-time employee is made full-time after January 1, 1951, he will be given credit for actual hours worked to establish his full-time rate of pay.

J. An employee, acting as relief for and filling the job of head meat cutter, head clerk, head checker, head dairy clerk, or first cutter during a sick leave, vacation, or leave of absence, shall receive the minimum rate for the job provided such relief is for a period of three (3) days or more. It shall be mandatory to fill these vacancies whenever a qualified employee is available.

K. The employer agrees to furnish without charge to employees all coats, aprons, and equipment necessary during hours of employment.

L. In case of a temporary transfer of an employee, at the request of the Employer, the employee will be reimbursed for the miles traveled at seven cents (.07) per mile where public conveyance is not available.

M. When an employee is regularly assigned to night stocking, he will receive a 20-cent per hour differential for all hours worked after a store is closed. He will not be subject to Article 10 (D) of the Agreement. Night stockers may be full-time or part-time employees. He may be scheduled for part night work and part day work, but where he does not work five (5) nights in any week, he shall be granted a minimum of twenty-four (24) hours to be

considered his day off. Normal night stocking schedule shall begin from 10:00 p.m. until 12:00 midnight except on Sunday or holidays at 12:01 a.m. Monday or the day after the holiday respectively.

N. All work before 6:00 a.m. and after 10:00 p.m. shall be paid for at time and one-half ($1\frac{1}{2}$) except for night stocking.

O. Temperature in cutting rooms and wrapping rooms to be no lower than 55° Farenheit.

P. A part-time employee who is scheduled for four (4) hours shall not be replaced by another part-time employee who is scheduled for four (4) hours without a lapse of three (3) hours between the quitting time of the first part-time employee and the starting time of his or her replacement.

Article 11.

HOLIDAYS AND SUNDAYS

A. The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veterans' Day as provided below, or days nationally celebrated in lieu thereof.

B. All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day except as otherwise provided below, and Christmas Day or days nationally celebrated in lieu thereof.

C. During the week in which one of the above holidays occur, full-time employees

who work the scheduled work day before and the scheduled work day after the holiday shall receive eight (8) hours pay in addition to the hours worked. Any full-time employee who works a part of the week and then is absent due to proven illness or any emergency beyond his control, will also receive the holiday pay. An employee on vacation or serving on jury duty during a holiday week will also receive the holiday pay. Overtime at the rate of time and one-half ($\frac{1}{2}$) will not be paid in holiday weeks until the time actually worked exceeds the normal work week. Full-time employees will normally work their full work week and receive the holiday pay in addition thereto.

D. If the store is closed on Veterans' Day, the holiday will be celebrated on the day the store is closed. If the store is open for business on Veterans' Day, the employee will work such day, if scheduled, and have another day off in such week. In such case where the store is open, full-time employees who qualify for holiday pay in accordance with the provisions of Article 11 (C) shall receive eight (8) hours straight time pay in addition to pay for the hours worked. However, if a veteran desires Veterans' Day as his holiday to participate in Veterans' Day activity, the Employer will schedule him off that day.

E. A part-time employee who has worked in twelve (12) or more consecutive weeks at anytime will be entitled to holiday pay for any holiday mentioned in this Agreement, provided he was scheduled for work in the holiday week. Employees who

are absent of their own accord shall be paid only for the hours actually worked, except where absence is caused by proven illness or any emergency beyond his control, the employee shall receive holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the basis of the average hours worked during the four (4) weeks immediately preceding the holiday week divided by forty (40) multiplied by eight (8) hours multiplied by the employee's straight-time hourly rate.

F. In addition to the holidays named in Article 11 (A), a personal holiday shall be granted to full-time employees who have one (1) year of continuous service subject to the same conditions set forth for the other holidays, except that the holiday shall be granted during the period from January 1 thru April 30 at the discretion of the Employer and full-time employees shall work thirty-two (32) hours in such week and be paid for forty (40) hours.

Article 12.

REFERRAL CLAUSE

A. When the Employer needs additional employees, he shall notify the Union. The Union agrees to refer to the Employer any available workers of proven qualification who shall identify themselves by presenting Union work cards. The Employer shall not be required to hire those referred by the Union.

B. Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based

on, or affected by, Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification or skill.

C. Where employees are hired from other sources, the Employer will notify the Union.

Article 13.

PREVIOUS SERVICE

In hiring new full-time employees, credit will be given for previous verified full-time service as a member of Local No. 590 provided such experience is within the five (5) year period immediately preceding the hiring date.

Article 14.

VACATIONS

A. A vacation of one (1) week with pay shall be granted to all regular full-time employees with one (1) year's continuous service calculated on their full-time service. A vacation of two (2) weeks with pay shall be granted to all regular full-time employees with over three (3) years continuous service. A vacation of three (3) weeks with pay shall be granted to all regular full-time employees with over eight (8) years continuous service. A vacation of four (4) weeks with pay shall be granted to all regular full-time employees with over eighteen (18) years continuous service. Effective January 1, 1967, a vacation of five (5) weeks with pay shall be granted to all regular full-time employees with over twenty-eight (28) years of continuous

service. Vacations are to be scheduled by March 1 of each year.

B. Vacations will be further governed by Employer policy, a summary of which is attached hereto as Schedule "B."

C. Part-time employees shall receive vacation with pay equal to the average number of hours worked per week in the vacation qualifying year, multiplied by the number of weeks vacation for which he qualifies. The same general rules as provided in the policy of the Employer for regular employees shall apply to pro-rata vacation for part-time employees.

D. Any full-time employee going on vacation shall be advised of the day and time he is to report for work following his vacation.

Article 15.

MILITARY SERVICE

A. Any employee who enlisted or was inducted into military service under the provisions of the Federal Selective Service Training Act of 1940, as amended, shall be returned to his job and retain his seniority in accordance with that Act.

B. An employee shall be granted a leave of absence for the necessary time off without pay for military training in the organized reserves or National Guard.

Article 16.

LEAVE OF ABSENCE

A. A full-time employee may, upon written application, be granted a leave of absence without pay, not to exceed ninety (90) days but such leave will not be per-

mitted for the purpose of trying out another job. A full-time female employee, shall upon written application supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date, be granted a leave of absence, without pay, to a definite date ninety (90) days beyond the anticipated birth date but the same employee will not be granted more than one pregnancy leave of absence. Female employees shall not work beyond the end of the fifth month of pregnancy subject to approved medical recommendation.

B. Any member of the Union who is elected to a permanent office or who must take a temporary leave of absence because of being appointed a delegate of any Union activity, shall be granted a leave of absence and shall accumulate and retain his seniority on the job for which he was employed at such time of leave.

C. An employee returning to work after a short term illness shall notify the Store Manager one (1) full working day before he desires to return to work. An employee returning to work from an illness of one (1) week or more shall notify the Store Manager prior to closing time on the Friday preceding the week in which he desires to return to work.

Article 17.

DEATH IN FAMILY AND JURY SERVICE

A. If a member of an employee's immediate family shall die, said employee shall be allowed a maximum of three (3)

days leave of absence with pay, but in no case will he receive more pay than the normal work week. The term "immediate family" shall mean parent, child, brother, sister, mother - in - law, father - in - law, grandfather, grandmother, or any relative residing with him. In case of a death in the immediate family of a part-time employee who is scheduled for work on the day of the funeral, he shall be paid for the hours scheduled on the day of the funeral.

B. Employees who are subpoenaed for jury service shall be paid for the time lost as a result of such jury duty. Such pay shall not exceed the pay for the normal work week.

Article 18.

REGULAR EMPLOYEE

A. A regular employee for the purposes of this Agreement shall mean a "regular" employee, by Employer definition. Once an individual has qualified as a "regular" employee, by Employer definition, he shall remain a "regular" employee when working part-time unless:

1. He has been reduced at his own written request to less than half-time in one 4-week Kroger period.
2. Prior to completion of two (2) years of service as a "regular," he has worked less than half-time or has been laid off in ten (10) or more weeks in three (3) Kroger consecutive periods of four (4) weeks each, including the last two (2) weeks of the most recent four (4) week Kroger period.

3. After completion of two (2) years of service as a "regular employee, he has worked less than half-time or has been laid off in twenty (20) or more weeks in six (6) consecutive four (4) week Kroger periods, including the last two (2) weeks of the most recent Kroger period.
4. He becomes unavailable for full-time work because of another job.

B. In determining if an employee has worked less than half time for three (3) or six (6) Kroger periods as outlined in Paragraphs 2 and 3, those periods in which the employee was absent for two (2) or more weeks because of sickness or approved leave shall not be counted.

C. While retaining their "regular" status, all such employees will continue to be eligible for all Employer benefits including the Retirement and Profit-Sharing Plan providing they have the necessary two (2) years full-time service to qualify for Profit Sharing.

Article 19. INSURANCE

A. The Employer will pay the premium on the basic \$2000 of Group Life and the \$2000 of Group Accidental Death and Dismemberment Insurance Coverage with the Prudential Life Insurance Company that is carried by regular employees.

B. The Employer will pay the premium on the Health and Accident Insurance Coverage with Kemba Mutual Insurance Association which is carried by regular employees.

C. In the case of a regular employee carrying Kemba Insurance who is off the job due to a disability covered by Workmen's Compensation, the Employer will, beginning with the 8th day of disability, pay the difference between the Workmen's Compensation Benefit and the amount that he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba benefits would have exceeded Workmen's Compensation.

D. The Employer will pay the premium for regular employees on the following insurance coverage, including family coverage:

1. Hospitalization Insurance with the Hospital Service Association of Pittsburgh, on the 120 day, semi-private plan.
2. Blue Shield—Plan B.

E. An employee who is laid off and is covered by Blue Cross and Blue Shield shall continue to be covered for a period of three (3) months from date of lay-off.

F. 1—The following shall become effective April 1, 1966.

F. 2—Effective April 1, 1966, the Employer shall contribute in behalf of each employee who has completed his probationary period the amount shown below to a Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereafter entered into by the parties hereto for the purpose of providing such health and welfare benefits. Such Health and Welfare Trust Fund shall be a jointly administered

Employer and Union Trust Fund. The Fund shall be used for such health and welfare benefits, as the Trustees therein, duly appointed and acting thereunder, shall determine in their discretion and within the terms of the Trust.

Full-time employee—\$31.00 per month.

Full-time employee reduced to part-time in accordance with Article 6 (A) 3—\$26.00 per month.

Part-time employee—\$6.00 per month.

Students and employees with other regular jobs shall be excluded.

F. 3—For full-time or part-time employees hired after April 1, 1966, the contribution shall be made on the first day of the month following completion of the probationary period.

F. 4—Payment shall be made by the tenth day of the month for which payment is due based on the status of the employee as of the first day of such month as determined by his previous work record and in accordance with other terms of this Agreement.

F. 5—Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of occupational injury, non-work accident or illness, twelve (12) months' contribution following the month in which the accident was incurred or in which the sickness began for a full-time employee. Under the same circumstances, three (3) months' contribution for a part-time employee.

2. In case a personal leave of absence or pregnancy leave of absence is granted, one (1) month's contribution following the month in which the leave is granted.
3. In case of lay-off, three (3) months' contribution following the month in which the lay-off is made.

F. 6—An employee's status shall not change for the purpose of Health and Welfare until the first contribution following the reduction or advancement of the employee.

F. 7—Effective at midnight March 31, 1966, all of the Employer's established insurance program, including Prudential basic and supplemental life insurance, Prudential accidental death and dismemberment insurance, Kemba health and accident insurance, Blue Cross hospitalization insurance and Blue Shield Surgical-Medical insurance shall be discontinued. The Employer's payment of the difference between Workmen's Compensation Benefit and the amount the employee would have received from Kemba had it not been a Workmen's Compensation Case will also be discontinued as of midnight March 31, 1966.

Article 20.

NON-DISCRIMINATION

The Employer and the Union agree that in hiring employees the Employer will not discriminate against any applicant for employment because of race, creed, color, or national origin.

Article 21.

WAGES

A. Rates of pay as set forth in Wage Schedule "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

B. Journeymen employed in 100% self-service markets shall be classified as back room cutters.

C. The first cutter in meat markets with back room cutters will receive five dollars (\$5.00) extra per week when he acts as head meat cutter in the absence of the regular head meat cutter.

Article 22.

OUTSIDE SALESMEN

Salesmen for outside companies shall not be permitted to do work in the store normally done by store employees, except when opening a new or remodeled store.

Article 23.

UNION COOPERATION

The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements. The Employer agrees to notify the Union in advance.

Article 24.

FEDERAL OR STATE LEGISLATION

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of said Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

Article 25.

SAFETY AND INJURY ON THE JOB

A. Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the employees, such guards must be used. At the request of either party, bona-fide unsafe conditions in a start will be discussed between the Personnel Manager and the Business Representative.

B. If an employee is injured on the store premises during the course of his employment, and as a result loses time, he shall be paid for such lost time on the day of injury but not to exceed eight (8) hours.

Article 26.

DUTIES OF FEMALE MEAT CLERKS

Female meat clerks shall take meat or fish, cut or dressed by a journeyman, weigh it, insert price tag, place in trays or locker boards, and enclose all in a cellophane wrapper, which will be sealed by her. She

shall place this meat or fish in the self-service case, and rotate same in the case. She shall use a slicing machine for luncheon meats, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer. She may do all other work in the meat department not normally performed by journeymen, meat cutters, or apprentices, including cleaning of cases, work tables, or any other housecleaning chores required in meat department.

Article 27.

MISCELLANEOUS

A. Any employee who enters into a business competing with the Employer will be subject to discharge.

B. If the Employer should establish a central plant for cutting meat and preparation of meat products in the Pittsburgh Division, employees who are under this Agreement will be employed in such operation.

C. Each meat department may employ at least one (1) apprentice, and in addition, another apprentice may be employed for each three (3) journeymen employed in the department. A head meat cutter is considered a journeyman for the purpose of this Article. Female meat clerks are not considered as apprentices for the purpose of this Article.

D. If the Employer establishes new job classifications, the rate for such work will be negotiated with the Union.

E. In markets employing four (4) or more male meat employees, a male meat employee (head meat cutter, meat cutter, apprentice) shall be on duty at all times

that the store is open for business. In other markets, a meat department employee (male or female) shall be on duty at all times that the store is open for business.

F. If a regular full-time employee is permanently laid off or is discharged, he shall receive a week's notice or a week's pay in lieu of notice, except in cases of discharge for dishonesty, intoxication, or gross insubordination.

G. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such employee to disciplinary action up to and including discharge.

H. A Union Shop card may be posted in each store.

I. No employee shall use the electric saw for cutting chickens.

Article 28.

EXPIRATION

A. This Agreement shall be in full force and effect from September 19, 1965, to and including September 21, 1968, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to change or modify this Agreement is served by either party upon the other, sixty (60) days prior to the date of expiration. Within ten (10) days of receipt of such notice, the parties shall meet in conference for the consideration of such changes or modification.

B. All changes from the previous Agreement shall take effect on the Sunday immediately following execution of this

Agreement unless otherwise specified in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 6th day of December, 1965.

FOR THE UNION:

JOSEPH H. SABEL

JOHN F. HORMELL

ALEX SERKE

ANTHONY J. LUTTY

FOR THE EMPLOYER:

DAN A. HIRSCH

EDW. J. KENNEY

MARVIN H. SAUNDERS

H. P. TEMPLETON, Columbus

MALCOLM M. McDANIEL, Cleveland

SCHEDULE "A" — WAGES

Classification	Effective 9/19/65 Per Week	Effective 9/18/66 Per Week	Effective 9/17/67 Per Week
HEAD MEAT CUTTER RATES			

Wages shall be based on the average weekly meat sales for the last thirteen (13) normal periods to the contract anniversary date, according to the following pay plan:

Sales of \$ 3,300.00 or less	\$144.70	\$146.70	\$149.70
Sales of 3,301.00 to 5,400.00	152.70	154.70	157.70
Sales of 5,401.00 to 8,600.00	156.20	158.20	161.20
Sales of 8,601.00 to 12,900.00	159.20	161.20	164.20
Sales of 12,901.00 to 16,750.00	161.70	163.70	166.70
Sales of 16,751.00 and over	164.70	166.70	169.70

Heat Meat Cutters in new stores or remodeled stores shall receive their weekly wages on the basis of their first twelve (12) weeks average sales according to the above pay plan.

JOURNEYMAN AND BACK ROOM CUTTER	134.20	136.20	139.20
PART-TIME JOURNEYMAN	3.355 Per Hr.	3.405 Per Hr.	3.48 Per Hr.
APPRENTICES			
First 6 months	104.20	106.20	109.20
Second 6 months	109.20	111.20	114.20
Third 6 months	111.70	113.70	116.70
Fourth 6 months	116.70	118.70	121.70
Thereafter—JOURNEYMAN RATE			

GROCERY DEPT.: HEAD CLERKS
(Grocery and Produce)

*In stores with average weekly sales between \$7,000.00 and \$13,- 000.00 for the last 13 normal periods	122.70	124.70	127.70
**In stores with average weekly sales between \$13,001.00 and \$20,- 000.00 for the last 13 normal periods	131.70	133.70	136.70

**In stores with average weekly sales between \$20,001.00 and \$27,000.00 for the last normal 13 periods	137.70	139.70	142.70
**In stores with average weekly sales of \$27,001 and over for the last 13 normal periods -----	141.70	143.70	146.70

Classification

Head Produce Clerks in stores with average weekly produce sales of \$2,700.00 and over for the last 13 normal periods -----	146.70	148.70	151.70
Head Checkers and Head Dairy Clerks in stores with average weekly sales of \$16,000.00 and over for the last 13 normal periods -----	120.40	122.40	125.40

*Indicates one (1) head clerk to each store in this group.

**Indicates two (2) head clerks to each store in this group.

MALE CLERKS

First year	105.70	107.70	110.70
Second year	109.70	111.70	114.70
Third year	111.70	113.70	116.70
Thereafter	115.20	117.20	120.20

FEMALE CLERKS (Grocery & Meat)

First year	97.40	99.40	102.40
Second year	101.90	103.90	106.90
Third year	103.90	105.90	108.90
Thereafter	107.90	109.90	112.90

Male part-time employees hired after September 15, 1963, and female part-time employees hired after the execution date of this Agreement, shall be paid the following rates for the life of this Agreement:

First 6 months	\$1.65 per hour
Second 6 months	1.85 per hour
Third 6 months	2.05 per hour
Fourth 6 months	2.25 per hour
Fifth 6 months	2.35 per hour
Thereafter	2.45 per hour

A part-time employee in the above progression will receive the 9/19/65 increase of 6½c per hour, the 9/18/66 increase of 5c per hour and the 9/17/67 increase of 7½c per hour until such time as he moves into the next length of service step. Employees on the maximum rate will not receive these increases and no employee shall receive more than the maximum rate of \$2.45 per hour.

Part-time male employees hired prior to September 15, 1963:

PART-TIME CLERKS—Male	Effective 9/19/65 Per Hr.	Effective 9/18/66 Per Hr.	Effective 9/17/67 Per Hr.
First 6 months	\$2.485	\$2.535	\$2.61
Second 6 months	2.535	2.585	2.66
Third 6 months	2.585	2.635	2.71
Thereafter	2.635	2.685	2.76

Part-time female employees hired prior to the execution date of this Agreement:

PART-TIME CLERKS—Female

First 6 months	\$2.41	\$2.46	\$2.535
Second 6 months	2.46	2.51	2.585
Third 6 months	2.51	2.56	2.635
Thereafter	2.56	2.61	2.685

After 2,080 hours, part-time clerks will go to the second year full-time hourly rate.

A premium of twelve and one-half cents (12½c) per hour will be paid for hours worked as operator of semi-automatic wrapping machine in the meat department. The wrapping machine premium shall not apply in meat departments when operated by all male meat employees. For the purposes of this clause, a male meat employee shall mean a head meat cutter, first cutter, journeyman, and back room cutter or apprentice.

SCHEDULE "B"—VACATION POLICY

1. Eligibility for an employee's first vacation (one week) and for his first increase in vacation (his first two weeks vacation) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment anniversary date and the end of the year in which it occurs. Where necessary, vacations due in the 12th or 13th periods may be carried over to the first period of the next year.

2. The following schedule will apply: "Service" means continuous employment as a regular employee: 1 Year—1 Week, 3 Years—2 Weeks.

3. Employees who completed the required service prior to January 1 of any year are eligible for vacations as of that date.

4. After an employee has qualified for his first one week's vacation, he automatically qualifies for future one week's vacation as of January 1 of each year.

5. After an employee has qualified for two weeks vacation he automatically qualifies for future two weeks vacations as of January 1 of each year.

6. If an employee qualifies for one week's vacation as of January 1 and is due to complete the service necessary for an additional week's vacation later in the year,

he may take the first week early or wait and take both weeks together.

7. Vacations must be taken during the calendar year, unless due to emergency the Management finds it necessary to request postponement. Vacation pay will be paid in advance.

8. If any employee who has not taken his vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving.

9. Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leaves totaling more than 90 days in a calendar year shall have the following effect upon vacation earned in that year:

Leave of more than 90 days, but not over 180 days shall reduce vacation and vacation pay by $\frac{1}{4}$; leave of more than 180 days, but not over 270 days shall reduce vacation and vacation pay by $\frac{1}{2}$; leave of more than 270 days shall disqualify for vacation.

SUPPLEMENT

Supplement to the Agreement effective September 19, 1965, between The Kroger Co., Pittsburgh, Pennsylvania, and The Amalgamated Food Employees Union, Local No. 590. It is agreed that:

1. This Supplement shall become a part of and shall be attached to the above mentioned Agreement.

2. Article 2, Coverage shall be amended to include New Castle, Pennsylvania; Wheeling, West Virginia; Warwood, West Virginia; Moundsville, West Virginia; Weirton, West Virginia; Martins Ferry, Ohio; Steubenville, Ohio, and effective October 3, 1965, Bellaire, Ohio; and meat department employees excluding grocery department employees, store managers, and co-managers in Grove City, Pennsylvania.

3. All other provisions of the above mentioned agreement except for the above changes shall remain unchanged.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 6th day of December, 1965.

FOR THE UNION:

JOSEPH H. SABEL
JOHN F. HORMELL
ALEX SERKE
ANTHONY J. LUTTY

FOR THE EMPLOYER:

DAN A. HIRSCH
MARVIN H. SAUNDERS
H. P. TEMPLETON, Columbus
MALCOLM M. McDANIEL, Cleveland

LOCAL 590 STAFF

•

JOSEPH H. SABEL

President and Business Representative

JOHN F. HORMELL

Secretary-Treasurer and Business
Representative

SAM HENERY

Business Representative

ANTHONY J. LUTTY

Recording Secretary and Business
Representative

ROBERT A. RAU

First Vice-President and Business
Representative

ALEX SERKE

Second Vice-President and Business
Representative

JOSEPH TOTH

Fourth Vice-President and Business
Representative

JOSEPH FARBACHER

Business Representative

JACK DRAPER

Business Representative

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